

DATE: April 23, 2020

FILE: 5210-01

TO: Chair and Directors
Comox Valley Regional District Board

FROM: Russell Dyson
Chief Administrative Officer

Supported by Russell Dyson
Chief Administrative Officer

R. Dyson

RE: Mutual Aid Agreements during the Covid-19 Crisis

Purpose

To update the Board on Comox Valley Regional District (CVRD) progress towards compliance with Ministerial order M084 and continuity of water and wastewater services in the face of the ongoing Covid-19 crisis, including a recommendation to enter into an inter-regional Mutual Aid Agreement with jurisdictions to the south, and progress towards drafting of a separate but similar Mutual Aid Agreement with water and wastewater purveyors in the Comox Valley.

Recommendation from the Chief Administrative Officer:

THAT the Board enter into a Mutual Aid Agreement with neighbouring regional districts and municipalities to enable the continuity of wastewater and drinking water services according to the Provincial Order M084.

Executive Summary

On March 26, 2020, the British Columbia Minister of Public Safety and Solicitor General, enacted Ministerial Order No. M084, requiring local authorities to “use best efforts to enter into Mutual Aid Agreements with neighbouring jurisdictions to ensure that first responder, wastewater and drinking water services are maintained” during the COVID-19 crisis.

- The CVRD has pre-existing Mutual Aid Agreements in place to ensure that there is capacity throughout our region to support first responder services.
- The CVRD is working to establish new Mutual Aid Agreements for wastewater and drinking water services with regional districts and municipalities to the south, and with water and wastewater purveyors in the Comox Valley.
- The Mutual Aid Agreements will provide a framework by which signatories can request resources if they are overwhelmed during the COVID-19 crisis.
- Payment for emergency services under the mutual aid will be on a cost recovery basis and will not include markups for overhead or profit.
- Resources will only be made available if they are not required by their primary jurisdiction.
- The Mutual Aid Agreement with other jurisdictions to the south is attached and recommended for approval.
- The Comox Valley Mutual Aid Agreement with local water and wastewater purveyors is still under development and will be brought to a subsequent Board meeting.

Prepared By:

Concurrence:

K. La Rose

M. Rutten

Kris La Rose, P.Eng.
Senior Manager of Water/
Wastewater Services

Marc Rutten, P.Eng.
General Manager of
Engineering Services

Government Partners and Stakeholder Distribution (Upon Agenda Publication)

City of Courtenay	✓
Town of Comox	✓
Village of Cumberland	✓
K’ómoks First Nation	✓
Union Bay Improvement District	✓
Ships Point Improvement District	✓

Background

On March 26, 2020, the British Columbia Minister of Public Safety and Solicitor General, enacted Ministerial Order No. M084. Section 7(1) of that Order requires local authorities to “use best efforts to enter into Mutual Aid Agreements with neighbouring jurisdictions to ensure that first responder, wastewater and drinking water services are maintained” during the COVID-19 crisis.

The CVRD has pre-existing Mutual Aid Agreements in place to ensure that there is capacity throughout our region to support first responder services. The CVRD is working to establish new Mutual Aid Agreements for wastewater and drinking water services with regional districts and municipalities to the south, and water and wastewater purveyors in the Comox Valley.

The inter-regional Mutual Aid Agreement is being led by the Regional District of Nanaimo, and includes the following jurisdictions:

- Cowichan Valley Regional District;
- Comox Valley Regional District;
- Alberni-Clayoquot Regional District;
- City of Nanaimo;
- District of Lantzville;
- City of Parksville; and
- Town of Qualicum Beach.

The Comox Valley Mutual Aid Agreement will formalize the collaboration established early on in the Covid-19 crisis between water and wastewater purveyors in the Comox Valley and includes:

- Comox Valley Regional District;
- City of Courtenay;
- Town of Comox;
- Village of Cumberland;
- K’ómoks First Nation;
- Union Bay Improvement District; and
- Ships Point Improvement District.

The purpose of the Mutual Aid Agreements is to provide a framework by which the signatories may call upon resources of other jurisdictions if their own resources are overwhelmed during the COVID-19 crisis. Significant elements of the agreements are summarized below and the DRAFT inter-regional Mutual Aid Agreement is attached as Schedule A.

- Local resources, including contractors, shall be utilized before seeking mutual aid.
- Payment for emergency services under the mutual aid will be on a cost recovery basis and will not include markups for overhead or profit.
- Most specialized equipment will be provided with an operator to ensure adequate familiarity and certification to operate.
- Resources will only be made available if they are not required by their primary jurisdiction.
- Each signatory agrees to indemnify the other for any damage or claims of any nature due to any act done in good faith pursuant to the Mutual Aid Agreement.

The draft Mutual Aid Agreements are currently under review by each jurisdiction and their legal counsels. The inter-regional Mutual Aid Agreement is ready for Board review and approval now. The Comox Valley Mutual Aid Agreement will be brought to a subsequent Board meeting.

Analysis/Options

1. That the CVRD Board enter into a Mutual Aid Agreement with neighbouring regional districts to enable the continuity of wastewater and drinking water services and ensure compliance with Provincial Order M084.
2. The CVRD Board provide alternate direction. The Mutual Aid Agreements are an ordered response to the COVID-19 pandemic and the declaration of a state of emergency throughout the whole of the Province of British Columbia.

Financial Factors

Costs associated with establishing the agreements are anticipated to require approximately 40 hours of staff time and legal costs on the order of \$2,000. Under the Mutual Aid Agreements the assisting jurisdiction may bill the requesting jurisdiction for assisted services to cover the cost of assistance during the period of the state of emergency. There is therefore no financial implication for the assisting jurisdiction. Costs will be incurred as-needed for the requesting jurisdiction.

Legal Factors

None at this stage.

Regional Growth Strategy Implications

None at this stage.

Sustainability Strategy Implications

None at this stage.

Citizen/Public Relations

No engagement with the public is expected in relation to establishment of these Mutual Aid Agreements.

Attachments: Schedule A – Draft Inter-regional Mutual Aid Agreement

ESSENTIAL SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____ 2020.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO, a regional district incorporated pursuant to the *Local Government Act* and having its business office at 6300 Hammond Bay Road, Nanaimo, British Columbia, V9T 6N2 (the "RDN")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF COMOX VALLEY, a regional district incorporated pursuant to the *Community Charter* and having its business office at 770 Harmston Avenue, Courtenay, British Columbia, V9N 0G8 ("RD Comox Valley")

OF THE SECOND PART

AND:

REGIONAL DISTRICT OF COWICHAN VALLEY, a regional district incorporated pursuant to the *Community Charter* and having its business at 175 Ingram Street, Duncan, British Columbia, V9L 1N8 ("RD Cowichan Valley")

OF THE THIRD PART

AND:

ALBERNI-CLAYOQUOT REGIONAL DISTRICT, a regional district incorporated pursuant to the *Community Charter* and having its business office at 3008 - 5th Avenue, Port Alberni, British Columbia, V9Y 2E3 ("ACRD")

OF THE FOURTH PART

AND:

TOWN OF QUALICUM BEACH, a municipality incorporated pursuant to the *Community Charter* and having its business office at Box 130, 201 - 660 Primrose Street, Qualicum Beach, British Columbia, V9K 1S7 ("Qualicum Beach")

OF THE FIFTH PART

AND:

DISTRICT OF LANTZVILLE, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 100, 7192 Lantzville Road, Lantzville, British Columbia, V0R 2H0 ("Lantzville")

OF THE SIXTH PART

AND:

CITY OF PARKSVILLE, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 1390, 100 Jensen Avenue East, Parksville, British Columbia, V9P 2H3 ("Parksville")

OF THE SEVENTH PART

AND:

CITY OF NANAIMO, a municipality incorporated pursuant to the *Community Charter* and having its business office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 ("Nanaimo")

OF THE EIGHTH PART

WHEREAS:

- A. Mutual aid is the sharing of supplies, equipment, personnel, information, or other resources across jurisdictional boundaries;
- B. By Ministerial Order M084 dated March 26th, 2020, the Minister of Public Safety and Solicitor General for the Province mandated that local authorities must exercise best efforts to enter into mutual aid agreements with neighbouring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic, and, in particular, to ensure that wastewater and drinking water services are maintained;
- C. The Parties desire to enter into an Agreement whereby supplies, equipment, personnel, information, or other resources of any Party can be deployed to assist the other Parties during an emergency; and
- D. The RDN, RD Comox Valley, RD Cowichan Valley, ACRD, Qualicum Beach, Lantzville, Parksville and Nanaimo consider it to be of mutual benefit to enter into an arrangement whereby any one of them may, in situations where their own resources are insufficient, request Mutual Aid from the others to bring the situation under control.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

Interpretation

1. Unless the context otherwise requires, in this Agreement:
 - (a) "CAO" means the person appointed by the Board of Directors or Council for each Party as the Chief Administrative Officer or their designate;
 - (b) "Emergency Situation" means a real or anticipated occurrence that in the opinion of the CAO compromises the ability of the Requesting Party to provide an Essential Service to their constituents;
 - (c) "Essential Service" means drinking water and waste water infrastructure services;
 - (d) "Mutual Aid" means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
 - (e) "Requesting Party" means the local government requesting Mutual Aid under this Agreement;
 - (f) "Responding Party" means the local government responding to a request for Mutual Aid under this Agreement; and

- (g) “State of Emergency” means the state of emergency declared by the Province of British Columbia on March 18th, 2020 with respect to the COVID-19 pandemic, and any extension of the duration of that declaration.

The Request for Mutual Aid

2. Where the CAO of the Requesting Party determines that the resources of their local government are insufficient to provide an Essential Service, whether actual or imminent, they may request the Mutual Aid of another Party for the purposes of maintaining that service and in submitting such request, the said CAO shall specify the type of assistance and the number of personnel required.
3. The Requesting Party shall first request Mutual Aid from the Party that is closest in proximity to their location.
4. If the Party that is closest in proximity to the location of the Requesting Party is unable to provide some or all required Mutual Aid, the Requesting Party may request Mutual Aid from the Party that is next closest in proximity to their location.
5. All requests for Mutual Aid under this Agreement shall be made by the CAO of the Requesting Party to the CAO of the Party from whom Mutual Aid is being requested.

The Provision of Mutual Aid

6. The CAO of a Party from whom Mutual Aid has been requested under this Agreement shall immediately upon receiving the request determine, in their sole discretion, as soon as reasonably possible whether and to what extent the supplies, equipment, personnel, information, or other resources of their local government may be deployed to assist the Requesting Party and shall thereafter deploy to the extent available such supplies, equipment, personnel, information, or other resources.
7. When specialized equipment is supplied to a Requesting Party, the Responding Party will endeavour to provide an operator to the Requesting Party to ensure adequate, safe and proper operation of such equipment.
8. Nothing in this Agreement requires the CAO of a Responding Party from whom Mutual Aid has been requested under this Agreement to deploy supplies, equipment, personnel, information, or other resources to assist a Requesting Party that the CAO has determined are unavailable or are required to provide service within their local government.
9. All supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party under this Agreement shall, for the duration of the time that the Mutual Aid is being provided under this Agreement, and solely with respect the provision of such Mutual Aid, be under the direction of the CAO of the Requesting Party who shall adhere to standards and practices acceptable to local governments in British Columbia, and all applicable health and safety regulations and standards, when utilizing and directing the resources provided by the Responding Party..
10. The Requesting Party is responsible for ensuring that any workers from the Responding Party understand safe work procedures required to undertake the tasks needed to assist and that all safety equipment and proper protective equipment is provided by the Requesting Party.
11. The CAO of a Responding Party may, in their sole discretion, recall at any time for whatever reason any resource provided by their local government to the Requesting Party under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.

12. Upon being notified, whether verbally or in writing, that the CAO of a Responding Party has recalled supplies, equipment, personnel, information, or other resources under section 11 of this Agreement, the CAO of the Requesting Party shall immediately release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that was recalled by the CAO of the Responding Party.
13. The CAO of a Requesting Party shall, as soon as practicable, release and return to the Responding Party all supplies, equipment, personnel, information, or other resources that are no longer required to assist the Requesting Party and all such equipment and resources shall be returned to the Responding Party in the same working condition as when it was accepted by the Requesting Party.
14. The Parties acknowledge that where a Requesting Party receives assistance under this Agreement from a Responding Party involving unionized personnel that such personnel **remain** under the Responding Party's collective agreement and, if there is a discrepancy or dispute with respect to a collective agreement, it will be addressed by the **affected** Parties outside of this Agreement.

The Cost of Mutual Aid

15. The Responding Party shall, within sixty (60) days after providing services and resources, render to the Requesting Party a statement of account for the cost of services and resources on a cost recovery basis without overhead or profit.
16. The Requesting Party shall pay the account of the Responding Party within thirty (30) days of receiving it.

Waiver and Indemnification

17. No Party to this Agreement shall bring any claim, action, or demand against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors in respect of or in any way related to the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
18. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable to any other Party to this Agreement in respect of the decision of a CAO as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
19. The Requesting Party shall indemnify and save harmless the Responding Party, its elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages and expense (including legal fees on a solicitor-client basis) in respect of or in any way related to the provision of Mutual Aid under this Agreement and, without limiting the generality of the foregoing, any action taken or thing done or any failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage, or expense arose from the negligence of the Responding Party.

Insurance

20. Each Party to this Agreement shall keep in force third party liability insurance coverage to a minimum of five million (\$5,000,000.00) dollars and each such Party shall add all other Parties to this Agreement as additional named insured.
21. Each Party shall maintain insurance coverage on its own equipment.
22. Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.

Term and Termination

- 23. This Agreement shall be in force for the period of the State of Emergency commencing on the date of its execution by all Parties.
- 24. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of its intention to do so to the other Parties to this Agreement and thereafter shall be unconditionally released from any further obligation herein save and except any obligation up to the date of termination.
- 25. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining parties.

Miscellaneous Provisions

- 26. Any requests for Mutual Aid shall be subject to any of the Parties obligations pursuant to the provisions of the *Emergency Program Act* R.S.B.C. c. 111.
- 27. The Parties agree to consult on a regular basis through their CAO to achieve the optimum deployment of Mutual Aid.
- 28. The Parties hereto agree that in the event of dispute between any of the Parties, each of the Parties hereto shall meet with a qualified mediator in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such representatives shall disclose to the other all relevant information relating to the dispute.
- 29. This Agreement shall be the entire agreement between the Parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing Emergency Situations under control.
- 30. The Parties may not assign this Agreement without the prior written consent of the other Parties to this Agreement.
- 31. This Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 32. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 33. Unless otherwise authorized under this Agreement, all notices under this Agreement shall be given in writing to the CAO of the Parties to this Agreement.
- 34. This Agreement may be executed in any number of counterparts and transmitted by electronic means, and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement as of the date first written above.

REGIONAL DISTRICT OF NANAIMO by its)
 authorized signatory(ies):)
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 _____)
 Chair:)
)
 _____)
 Chief Administrative Officer:)

REGIONAL DISTRICT OF COMOX VALLEY)
by its authorized signatory(ies):)
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_____))
Chair:)
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_____))
Chief Administrative Officer:)

REGIONAL DISTRICT OF COWICHAN)
VALLEY by its authorized signatory(ies):)
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_____))
Chair:)
)
_____))
Chief Administrative Officer:)

ALBERNI-CLAYOQUOT REGIONAL)
DISTRICT by its authorized signatory(ies):)
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Chair:)
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_____))
Chief Administrative Officer:)

TOWN OF QUALICUM BEACH by its)
authorized signatory(ies):)
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_____))
Mayor:)
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_____))
Corporate Officer:)

DISTRICT OF LANTZVILLE by its authorized)
signatory(ies):)
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Chief Administrative Officer:)
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Corporate Officer:)

CITY OF PARKSVILLE by its authorized)
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